

COUNTY OF LOS ANGELES

Public Health

CYNTHIA A. HARDING, M.P.H.
Interim Director

JEFFREY D. GUNZE NHAUSER, M.D., M.P.H.
Interim Health Officer

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BOARD OF SUPERVISORS

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July 21, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 July 21, 2015

PATRICK OGAWA
ACTING EXECUTIVE OFFICER

APPROVAL TO ACCEPT AND EXECUTE A LETTER OF AGREEMENT WITH THE LOS ANGELES WORLD AIRPORTS EFFECTIVE DATE OF BOARD APPROVAL THROUGH DECEMBER 31, 2016 FOR THE PROVISION OF ENVIRONMENTAL HEALTH LIAISON AND COORDINATOR SERVICES DURING THE CONCESSIONS REDEVELOPMENT PROGRAM AT THE LOS ANGELES INTERNATIONAL AIRPORT (THIRD DISTRICT) (3 VOTES)

SUBJECT

Authorization to accept and execute a Letter of Agreement from the Los Angeles World Airports to provide environmental health liaison and coordinator services during the concessions redevelopment program at the Los Angeles International Airport.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Interim Director of the Department of Public Health (DPH), or her designee, to accept and execute a Letter of Agreement (LOA) with the Los Angeles World Airports (LAWA) (substantially similar to Exhibit I) in the estimated amount of \$350,000, effective upon date of Board approval through December 31, 2016, to support the costs associated with a 75 percent full time equivalent DPH Environmental Health (EH) Liaison to serve as a point of contact/environmental health liaison and coordinator for the Concessions Redevelopment Program at the Los Angeles International Airport (LAX).
2. Delegate authority to the Interim Director of DPH, or her designee, to accept and execute amendments to the above-referenced LOA that extend the term at intervals determined by LAWA and approved by DPH; modify the scope of work tasks and/or activities as needed to clarify or

facilitate the provision of liaison and coordinator services; reflect non-material and/or ministerial revisions to the LOA; and provide an increase or decrease in funding up to 25 percent above or below each term's annual base amount; subject to review and approval by County Counsel as to form, and notification to your Board and the Chief Executive Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow DPH to enter into a LOA with LAWA to support continued implementation of a robust Concessions Redevelopment Program at LAX. The revitalization of LAX's concessions program includes over 100 new facilities, requiring plan reviews and approvals prior to the opening of the facilities that began in the Spring of 2013 through December 31, 2016.

Funding will continue to support a 75 percent full-time equivalent Environmental Health Specialist III (EH Liaison) who serves as a point of contact/environmental health liaison and coordinator for the plan checks and health inspection processes required for tenants, architects, contractors, and other regulatory agencies involved in the challenging construction schedule. The EH Liaison will continue to coordinate interactions between tenants in the Central Terminal Area of LAX who are engaging in facility construction and remodeling activities and the DPH Plan Check Program in order to streamline the plan review process. The EH Liaison will review applications for deficiencies, provide technical consultation and assistance to tenants, and submit plans for full review by the DPH Plan Check Program, supporting efforts to open these facilities when the terminal opens to airline passenger traffic.

Approval of Recommendation 2 will allow DPH to accept and execute amendments to the LOA with LAWA that extend the term of the agreement; modify the scope of work tasks and/or activities as needed; reflect non-material revisions to terms of the agreement; and provide an increase or decrease in funding up to 25 percent above or below each term's annual base amount.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The term of the new LOA is seventeen months, effective upon date of Board approval through December 31, 2016, at an estimated amount of \$350,000, one hundred percent offset by LAWA, to cover labor and any additional direct and indirect costs associated with the services provided, including mileage and possible future increases in costs. There is no net County cost associated with this LOA.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DPH is responsible for county-wide regulation of various plan check activities. State law provides authority for Los Angeles County to regulate any individual who operates, intends to operate, or intends to remodel a food facility; and to require that plans be submitted to DPH EH for review and approval. Plan Check requirements are found in the California Retail Food Code (CAL Code), Part 7 of the California Health and Safety Code, and the Los Angeles County Code, Title 11.

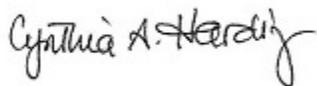
On June 26, 2012, your Board approved acceptance of a LOA with LAWA in the amount of \$202,000 for the revitalization of LAX's concessions program that included over 100 new facilities, each requiring plan submittal, review(s), and approval by the DPH Plan Check Program. While these services were covered by existing permit fees, due to the challenging construction schedule of the concessions program, LAWA proposed to fund a 75 percent full-time equivalent EH Liaison to ensure timely completion of all activities.

County Counsel has reviewed and approved the new LOA as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to continue providing coordinated plan check and inspection services for all tenant-constructed facilities associated with the Concessions Redevelopment Program at LAX and collaborate with key stakeholders and community partners while preserving and protecting public health.

Respectfully submitted,



Cynthia A. Harding, M.P.H.

Interim Director

CAH:eav
BL#03233

Enclosure (1)

Enclosures

c: Interim Chief Executive Officer
Interim County Counsel
Acting Executive Officer, Board of Supervisors

**LETTER OF AGREEMENT BY AND BETWEEN
THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
AND THE LOS ANGELES WORLD AIRPORTS**

This Agreement is made and entered by and between the County of Los Angeles Department of Public Health (hereinafter referred to as “DPH”), and the Los Angeles World Airports, (hereinafter referred to as “LAWA”), with reference to the services described herein.

I. INTRODUCTION

As LAWA implements a robust Concessions Redevelopment Program at Los Angeles International Airport (LAX), staff identified an opportunity to partner with the DPH to facilitate and expedite the plan check, inspection, and approval process required for tenant-constructed facilities.

Working under the direction of the DPH Plan Check Program, the Environmental Health Liaison will serve as the first point of contact for tenants engaging in construction and remodeling activities in the Central Terminal Area (CTA) at LAX. The primary role of the Environmental Health Liaison will be to coordinate and facilitate plan checks and inspections to ensure the timely opening of tenant-constructed facilities.

LAWA will co-locate the Environmental Health Liaison in the Los Angeles Department of Building and Safety inspection trailer at LAX as a means to provide “one-stop shopping” for tenants, as deemed necessary.

II. TERM OF THE AGREEMENT

This agreement will commence on July 21, 2015 and will expire on December 31, 2016. The terms and conditions outlined herein will remain in effect until such time either party needs to amend or terminate said Agreement. Either party may terminate said Agreement upon thirty (30) days written notification and acknowledgement of receipt of termination request. Such termination will be in effect 30 days upon the date of written notification.

III. ROLES AND RESPONSIBILITIES

The Environmental Health Liaison will provide the following services above and beyond DPH's customary plan review and inspection for which a fee is already collected, including but not limited to:

- Coordinate and attend meetings, as requested by project stakeholders, to discuss critical project issues, proposed completion dates, and various issues that may arise during plan check and inspection activities.
- Pre-submittal application review for tenant improvements and shared facilities prior to full review by the Plan Check Program. To streamline the review process, the Environmental Health Liaison will communicate critical corrective actions to the tenant as early in the review process as possible.

- During the approval phase, coordinate the plan review with all parties, monitor the project to ensure timely completion, and facilitate review process activities including technical verifications, sign off, etc.
- Provide consultation, as needed, to tenants regarding equipment standards, equipment installation and material standards to ensure compliance with applicable California Health and Safety Codes.
- During the construction phase, coordinate with plan check to address any issues that may delay construction. Assist in assuring that construction plans are followed. Work to resolve disputes and challenges between plan check and the tenants.
- Facilitate final field construction inspections of tenants' facilities for Public Health Permits/Licenses. The Environmental Health Liaison will not conduct these inspections, but facilitate logistics and highlight potential compliance issues in advance of inspections.

IV. FINANCIAL PROVISIONS

- A. All payments by LAWA for services performed and furnished by the DPH, as provided herein, shall be made on a monthly basis as invoiced by the DPH.
- B. The funding to support this agreement is based on an estimated annual expenditure of \$233,333 with an assumed 75% full-time equivalent position. This Grant includes rollover funds from Letter of Agreement No. DA-4728 in the amount of \$200,000 and new funding in the amount of \$150,000 for a total funding of \$350,000 to cover labor and any additional other direct and indirect costs associated with these services.

V. CONTACT INFORMATION

A. Formal Notices for DPH:

LA County Department of Public Health
 Environmental Health
 Terri Williams, Assistant Director
 5050 Commerce Drive
 Baldwin Park, California 91706
 (626) 430-5100

LA County Department of Public Health
 Environmental Health
 Assistant Director or Designee
 Attention: James Dragan, Chief Environmental Health Specialist
 5050 Commerce Drive
 Baldwin Park, California 91706 (626) 430-5100

B. For Plan Check-Related Issues:

LA County Department of Public Health
Environmental Health
Swati Bhatt, Chief of Plan Check Program
5050 Commerce Drive
Baldwin Park, California 91706
(626) 430-5560

C. Billings for DPH:

LA County Department of Public Health
Public Health Finance
Jeremy Cortez, Chief Finance Officer
5555 Ferguson Drive
Commerce, California 90022
(323) 890-7821

D. Formal Notices for LAWA:

Roger Johnson, Deputy Executive Director
Attention: David B. Johnson, Contracts/Procurement Manager
Los Angeles World Airports, Los Angeles International Airport
7301 World Way West, 10th Floor
Los Angeles, CA 90045
Telephone: (424) 646-7558
Email: djohnson@lawa.org

With Copies to:

Greg S. Campbell, Chief Airports Engineer
Los Angeles World Airports, Los Angeles International Airport
7301 World Way West, 8th Floor
Los Angeles, CA 90045
Telephone: (424) 646-7432
Email: gcampbell@lawa.org

E. Meetings with LAWA regarding Contract Administration:

David B. Johnson, Contracts/Procurement Manager
Los Angeles World Airports, Los Angeles International Airport
7301 World Way West, 9th Floor
Los Angeles, CA 90045
Telephone: (424) 646-7577

Email: djohnson@lawa.org

F. Billings for LAWA:

Dao Lahoree, Principal Accountant
Los Angeles World Airports, Los Angeles International Airport
7301 World Way West, 9th Floor
Los Angeles, CA 90045
Telephone: (424) 646-7560
Email: dlahoree@lawa.org

VI. GENERAL TERMS AND CONDITIONS

A. SERVICE OF NOTICES

Formal notices, demands, and communications to be given hereunder by any party shall be made in writing and may be effectuated by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of personal delivery or three (3) business days after the date of mailing.

B. TERMINATION OF AGREEMENT

1. The parties hereto shall have the right to terminate this Agreement:

- a) In the event of a default, the party seeking to terminate the Agreement shall give written notice to the other party, specifying the cause of the default; or
- b) Convenience; or
- c) Lack of funding; or
- d) Upon mutual agreement of the parties; or
- e) Upon both party's completion of all activities required to be undertaken in this Agreement.

C. DISPUTE RESOLUTION

Any disputes regarding this Agreement shall be made in writing by the concerned department to the formal representatives identified in this Agreement within ten (10) working days following the incident. The report shall provide detailed information and shall include all supporting documents.

The involved parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between the project managers of the parties.

If the matter is not resolved by negotiation within 30 days of receipt of a written "invitation to negotiate", the General Managers of both parties will meet and attempt to resolve the dispute. The concerned department shall document the agreed upon recommendations and forward the document to all representatives noted in this Agreement.

This Agreement is executed in four (4) duplicate originals, each of which is deemed to be an original. The Agreement includes five (5) pages which constitute the entire understanding and agreement of the parties.

LOS ANGELES DEPARTMENT OF LOS ANGELES WORLD AIRPORTS and THE COUNTY OF
LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

CITY OF LOS ANGELES, CALIFORNIA

By: _____

Cynthia A. Harding, M.P.H.
Interim Director

By: _____

Gina Marie Lindsey
Executive Director

Date: _____

Date: _____